

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
3:09-CV-200

CLEVELAND CONSTRUCTION, INC.)
)
Plaintiff,)
)
v.)
)
FIREMAN'S FUND INSURANCE)
COMPANY,)
)
Defendant.)
)

ORDER

THIS MATTER is before the Court on Defendant's Motions in Limine [D.I. 67–74], Plaintiff's Memorandums in Opposition to Defendant's Motions in Limine [D.I. 77–84], and Defendant's Replies to Plaintiff's Responses [D.I. 85–89]. For the reasons stated in **Open Court:**

1. Defendant's Motion in Limine to *Exclude Reference to Claims Dismissed via Summary Judgment* [D.I. 67] is **GRANTED** in part and **DENIED** in part.
2. Defendant's Motion in Limine to *Exclude Evidence of Defendant's Financial Condition* [D.I. 68] is **GRANTED**.
3. Defendant's Motion in Limine to *Preclude Plaintiff's Expert from Offering Opinions or Evidence with Respect to Specified Issues* [D.I. 69] is **GRANTED**.
4. Defendant's Motion in Limine to *Preclude James Ludwig from Acting as Plaintiff's Trial Attorney* [D.I. 70] is **DENIED**.
5. Defendant's Motion in Limine to *Allow Counsel to Conduct Voir Dire* [D.I. 71] is **GRANTED** in part and **DENIED** in part.
6. Defendant's Motion in Limine *Regarding Exclusion of Documents and/or Other Tangible Materials Not Produced in Discovery* [D.I. 72] is **DENIED**.

7. Defendant's Motion in Limine to *Preclude Plaintiff from Presenting Evidence of Breach of Contract Damages in Support of NC Gen Stat. 75-1.1 et. seq.* [D.I. 73] is **DENIED**.
8. Defendant's Motion in Limine to *Preclude Plaintiff from Offering Evidence with Respect to Punitive Damages, Defendant's Allegedly Willful and Wanton Conduct or its Allegedly Aggravating Conduct* [D.I. 74] is **GRANTED**.

SO ORDERED.

This 26th day of July, 2011.

Signed: July 26, 2011



Graham C. Mullen
United States District Judge

